

**SRNS-MS-2009-00074**  
**Revision 1**  
**August 15, 2009**

**COMMERCIAL TERMS AND CONDITIONS  
AMERICAN RECOVERY AND  
REINVESTMENT ACTION OF 2009, Pub. L.  
111-5, (Recovery Act or Act)  
FOR DEMOLITION AND REMOVAL  
SUBCONTRACTS**

**SAVANNAH RIVER NUCLEAR SOLUTIONS,  
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AIKEN, SC 29808**

**Change Bar indicates new article, a change in  
application, or that text of Article has changed.**

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## SECTION A

### SECTION A APPLICABLE TO ALL TRANSACTIONS

#### **A.1 DEFINITIONS**

The following terms shall have the meanings below:

- A. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- B. SRNS means Savannah River Nuclear Solutions, LLC (SRNS), under its prime contract with DOE.
- C. Item includes "commercial item", "commercial component", and "service" as defined in FAR 52.202-1.
- D. "Services" shall mean labor, direction of labor, production of technical information, consulting services or any other services furnished by Subcontractor and its Suppliers under this Subcontract.
- E. "Subcontractor" shall mean any subcontractor or supplier of any tier who supplies goods and/or services to Subcontractor in connection with Subcontractor's obligations under this Subcontract.
- F. "Work" shall mean Supplies, Services, and Subcontractor Data provided by Subcontractor and its Suppliers and all work performed with respect thereto, pursuant to this Subcontract.
- G. "SRNS Purchasing Representative" shall mean a person with the authority to execute, administer, and terminate the Subcontract, and make related determinations and findings. The term includes certain authorized representatives of the SRNS Purchasing Representative acting within the limits of their authority as delegated by the Purchasing Representative.
- H. "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds.

Covered Funds must be reimbursed by September 30, 2015.

- I. "Non-Federal Employer" means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

#### **A.2 DISPUTES**

Subcontractor shall proceed diligently with performance of the Work, pending final resolution of any request for relief, dispute, claim, appeal, or action arising under the Subcontract, and comply with any decision by SRNS.

Subcontractor shall not be entitled to and neither SRNS, nor the Government shall be liable to Subcontractor or its lower-tier Suppliers or Subcontractors for damages in tort (including negligence), or contract except as specifically provided in this Subcontract.

Any claim for an adjustment to the subcontract price or time of performance which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause. For all claims in excess of \$50,000 Subcontractor shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount requested accurately reflects the adjustment for which Subcontractor believes SRNS is liable.

If for any reason Subcontractor and SRNS are unable to resolve a claim for an adjustment, Subcontractor or SRNS shall notify the other party in writing that a dispute exists and request or provide a final determination by SRNS. Any such request by Subcontractor shall be clearly identified by reference to this clause and shall summarize the facts in dispute and Subcontractor's proposal for resolution.

SRNS shall, within thirty (30) days of any request by Subcontractor, provide a final written determination setting forth the contractual basis for its decision and

defining what subcontract adjustments it considers equitable. Upon Subcontractor's acceptance of SRNS's determination, the Subcontract will be modified and the determination implemented accordingly or, failing agreement, SRNS may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with SRNS'S final determination.

If SRNS's final determination is not accepted by Subcontractor, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process which is mutually acceptable to the parties. Either party may propose ADR by a written request made within ninety (90) days following SRNS'S final determination or in any event before final payment under the Subcontract. Should the parties agree to pursue an ADR process; each party will be responsible for its own expenses incurred to resolve the dispute.

If the parties do not agree to an ADR process or are unable to resolve the dispute through ADR, either party shall then have the right to pursue legal remedy. Any litigation shall be pursued in a court of competent jurisdiction located in the State of South Carolina. The determination of any substantive issues of law shall be according to the Federal common law of Government contracts as stated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. If there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.

### **A.3 ORDER OF PRECEDENCE**

- A. In the event of an inconsistency between the provisions of this Subcontract, the inconsistency shall be resolved by giving precedence as follows:
- (1) Subcontract;
  - (2) These Terms and Conditions; and
  - (3) Other provisions of this Subcontract, whether incorporated by reference or otherwise.
- B. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.

- C. Supplier shall perform all Work pursuant to this Order as an independent contractor. If any part of the Work is subcontracted, Supplier is responsible for having that subcontracted Work comply with the terms of this Order. No act or order of SRNS shall be deemed to be an exercise of supervision or control of performance hereunder. No provision of this Order and no action taken by SRNS under this Order shall be construed to make or constitute SRNS the employer or joint employer of any of the employees of Supplier or any Subcontractor.

### **A.4 ADMINISTRATION AND ASSIGNMENT**

SRNS shall make payments under this Subcontract from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. This Subcontract may be assigned by SRNS to DOE or its designee, and in case of such transfer and notice thereof to the Subcontractor, SRNS shall have no further responsibilities hereunder. The Subcontractor shall not assign rights or obligations to third parties without the prior written consent of SRNS. However, the Subcontractor may assign rights to be paid amounts due or to become due to a financing institution if SRNS is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of SRNS against the Subcontractor.

### **A.5 PAYMENT BY ELECTRONIC FUNDS TRANSFER**

#### **A. Methods of Payment:**

- (1) All payments by SRNS under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in Paragraph A.2 of this Provision. As used in this provision, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event SRNS is unable to release one or more payments by EFT, Subcontractor agrees to either:
  - (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request SRNS to extend payment due dates until such time as SRNS makes payment by EFT.

#### **B. Mandatory Submission of Subcontractor's EFT Information.**

Subcontractor is required to provide SRNS with the information required to make payment by EFT. Subcontractor shall provide this information directly to the office designated in

this Subcontract, on forms provided by SRNS, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Subcontractor's EFT information. In the event that the EFT information changes, Subcontractor shall be responsible for providing the updated information to the designated office.

C. Mechanisms for EFT Payment.

SRNS may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

D. Suspension of Payment.

- (1) SRNS is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Subcontractor. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Subcontract.
- (2) If the EFT information changes after submission of correct EFT information, SRNS shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Subcontractor may request that no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information.

On the day payment on Subcontractor's invoice is due, SRNS will issue instructions to its bank to transfer payment to Subcontractor, and will also send a FAX to Subcontractor explaining the details to support the payment.

F. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because SRNS used the Subcontractor's EFT information incorrectly, SRNS remains responsible for -
  - (i) Making a correct payment; and
  - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Subcontractor's EFT information was incorrect, or was revised within 30 days of SRNS release of the EFT payment transaction instructions to the bank, and;

- (i) If the funds are no longer under the control of the payment office, SRNS is deemed to have made payment and the Subcontractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, SRNS shall not make payment and the provisions of paragraph D shall apply.

**A.6 TAX WITHHOLDING FOR NONRESIDENTS**

- A. Withholdings required by section 12-8-550 do not apply to payments on Subcontracts for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Suppliers and Subcontractors who are nonresidents of the State of South Carolina and are conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where a Subcontract or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) SRNS will withhold as required by law.
- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to subcontractors who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or more a year. SRNS will withhold as required by law.
- D. The above withholdings will not be made provided the Subcontractor presents the affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

**A.7 TERMINATION FOR CONVENIENCE**

SRNS reserves the right to terminate this Subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of

its suppliers and subcontractors to cease work. Subject to the terms of this Subcontract, the Subcontractor shall be paid a percentage of the Subcontract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Subcontractor can demonstrate to the satisfaction of SRNS using its standard record keeping system, have resulted from the termination. The Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

#### **A.8 TERMINATION FOR CAUSE**

- A. SRNS may terminate this Subcontract, or any part hereof, for cause in the event of any default by the Subcontractor, or if the Subcontractor fails to comply with any subcontract terms and conditions, or fails to provide SRNS, upon request, with adequate assurances of future performance. In the event of termination for cause, SRNS shall not be liable to the Subcontractor for any amount for supplies or services not accepted, and the Subcontractor shall be liable to SRNS for any and all rights and remedies provided by law. If it is determined that SRNS improperly terminated this subcontract for default, such termination shall be deemed a termination for convenience.
- B. Subcontractor shall not be liable to SRNS for delays in performance occasioned by causes beyond Subcontractor's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of Subcontractor's suppliers at any tier. However, the delays of Subcontractor's suppliers at any tier must be proved to be beyond the control of both Subcontractor and its suppliers and without fault or negligence of either
- C. The rights and remedies of SRNS in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

#### **A.9 BANKRUPTCY**

If the Subcontractor enters into any proceeding relating to bankruptcy, it shall give written notice to the SRNS Purchasing Representative responsible for administering this Subcontract within five (5) days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the Subcontract numbers for which final payment has not been made.

#### **A.10 TAXES**

Subcontractor shall not collect an increment for South Carolina sales or use tax from SRNS for the items provided under this Subcontract beyond such taxes paid by the Subcontractor to its suppliers. The Subcontract price includes all applicable federal, state, and local taxes and duties.

#### **A.11 CHANGES**

- A. SRNS may, at any time, without notice to the sureties, by written Change Notice, unilaterally make any change in the Work within the general scope of this Subcontract, including but not limited to changes:
  - (a) In the specifications;
  - (b) In the method, manner, or sequence of Subcontractor Work;
  - (c) In the Government or SRNS - furnished facilities, equipment, materials, services or site(s);
  - (d) Directing acceleration or deceleration in the performance of the Work; and
  - (e) Modifying the Subcontract Schedule or the Subcontract Milestones.
- B. In addition, in the event of an emergency which SRNS determines endangers life or property, SRNS may use oral orders to Subcontractor for any work required by reason of such emergency. Subcontractor shall commence and complete such emergency work as directed by SRNS. Such orders will be confirmed by Change Notice.
- C. All other changes that are outside the general scope of this Subcontract or that relate to provisions not enumerated above shall be by written bilateral modification.
- D. If at any time Subcontractor believes that acts or omissions of SRNS, or the Government constitute a change to the Work not covered by a Change Notice, Subcontractor shall within ten (10) calendar days of discovery of such act or omission submit a written Change Notice Request explaining in detail the basis for the request. SRNS will either issue a Change Notice or deny the request in writing.
- E. If any change under this clause directly or indirectly causes an increase or decrease in cost of, or the time required for, the performance of any part of the Work under this Subcontract, whether or not changed by any order, an equitable adjustment shall be made and the Subcontract modified accordingly. However, Subcontractor shall not be entitled to and neither SRNS, nor the Government shall be liable to Subcontractor or its lower-tier Suppliers or Subcontractors for increased costs in connection

with any changes or delays in the Work for claims arising in tort (including negligence), or in contract except as specifically provided in this Subcontract.

- F. If the Subcontractor intends to assert a request for an equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of a Change Notice provide written notification of such intent and within a further ten (10) calendar days, pursuant to the article titled "PRICING OF ADJUSTMENTS", submit to SRNS a written proposal setting forth the nature, schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis and negotiation.
- G. Additional cost or damages recoverable by Subcontractor for any claim for acceleration allowable under this Subcontract shall be limited to additional costs incurred by Subcontractor due to: increased shift length; increased number of days worked per week; increased quantity of construction equipment and materials; increased supervision and other Jobsite overheads.
- H. Any delay by Subcontractor in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection of the claim if and to the extent SRNS or the Government are prejudiced by such delay. In no case shall a claim by Subcontractor be considered if asserted after final payment under this Subcontract.
- I. Failure by SRNS and Subcontractor to agree on any adjustment shall be a dispute within the meaning of the term and condition titled "DISPUTES." However, Subcontractor shall proceed diligently with performance of the work as changed pending final resolution of any request for relief, dispute, claim appeal, or action arising under the Subcontract and comply with any decision of SRNS.

#### **A.12 SUSPENSION**

- A. SRNS may by written notice to Subcontractor, suspend at any time the performance of all or any portion of the Work to be performed under the Subcontract. Upon receipt of such notice, Subcontractor shall, unless the notice requires otherwise:
  - (a) Immediately discontinue Work on the date and to the extent specified in the notice,
  - (b) Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice,

- (c) Promptly make every reasonable effort to obtain suspension upon terms satisfactory to SRNS of all orders, subcontracts and rental agreements to the extent they relate to performance of suspended Work,
  - (d) Continue to protect and maintain the Work including those portions on which Work has been suspended, and
  - (e) Take any other reasonable steps to minimize costs associated with such suspensions.
- B. As full compensation for such suspension, Subcontractor will be reimbursed for the following costs, excluding profit, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such Work suspension:
  - (a) A standby charge to be paid to Subcontractor during the period of Work suspension, which standby charge shall be sufficient to compensate Subcontractor for keeping, to the extent required in the suspension notice, its organization and equipment committed to the Work on a standby basis,
  - (b) All reasonable costs associated with mobilization and demobilization of Subcontractor's plant, forces and equipment, and
  - (c) An equitable amount to reimburse Subcontractor for the cost of maintaining and protecting that portion of the Work upon which performance has been suspended.
- C. Upon receipt of notice to resume suspended Work, Subcontractor shall immediately resume performance under this Subcontract to the extent required in the notice.
- D. If the Subcontractor intends to assert a claim for equitable adjustment under this clause, it must, within ten (10) calendar days after receipt of notice to resume Work, submit to SRNS a written statement setting forth the schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Subcontractor non-compliance with the requirements of this Subcontract.

#### **A.13 SUBCONTRACTOR'S LIABILITY FOR FINES AND PENALTIES**

- A. Subcontractor is liable to SRNS for all fines and penalties assessed by any governmental entity against SRNS or DOE as a result of Subcontractor's failure to perform its work under

this Subcontract in compliance with the requirements of this Subcontract.

- B. Subcontractor shall indemnify, defend and hold harmless SRNS and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against SRNS or DOE.

#### **A.14 FOREIGN NATIONALS**

*As used in this Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.*

- A. The Subcontractor shall obtain the approval of SRNS, in writing, prior to any visit to a DOE or SRNS facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or SRNS event off-site from the DOE/SRNS facility, but does not include off-site events and activities open to the general public. Subcontractors should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRNS Purchasing Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the SRNS Purchasing Representative.
- B. In addition, the Subcontractor shall obtain the approval of the SRNS Purchasing Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a SRNS Subcontract, and who have no knowledge that their activities are associated

with SRNS Subcontract work, are exempt from the above.

#### **A.15 RESERVED**

#### **A.16 INCORPORATION BY REFERENCE**

This Subcontract incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions incorporated by reference, "Contractor" means Subcontractor and "Contracting Officer" means SRNS Purchasing Representative. SRNS (except in instances when it is not applicable or appropriate).

*The following clauses, as well as others that may be specified in these Terms and Conditions, are incorporated by reference:*

- (1) FAR 52.222-26, Equal Opportunity (APR 2002)
- (2) FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- (3) FAR 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)
- (4) DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (OCT 2005)
- (5) FAR 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201) *This Clause is applicable if Order exceeds \$100,000*

*FAR clauses may be accessed electronically at <http://www.arnet.gov/far>. DEAR clauses can be found at <http://professionals.pr.doe.gov>.*

#### **A.17 PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a Subcontract adjustment pursuant to the Term and Condition titled "CHANGES", or any other provision of this Subcontract, such costs, upward or downward, shall be submitted by Subcontractor in the form of a lump sum proposal on SRNS'S forms "Change Notice Proposal Summary" and "Proposal Detail Worksheet".

The proposal shall include an itemized breakdown of all increases or decreases in at least the following detail:

- A. Direct Labor. Charges for labor furnished and used by Subcontractor shall be allowable for all manual classifications up to and including foremen. Charges shall not be included for

superintendents, assistant superintendents, general foreman, surveyors, office personnel, timekeepers, and maintenance mechanics; these costs are recovered in the overhead and profit rates established by this clause. Labor rates used to calculate the costs shall be those rates in effect during accomplishment of the changes.

Direct labor costs shall include, in addition to direct payroll costs, payroll taxes, insurance, vacation allowance, subsistence, travel time, overtime premium and any other payroll additives required to be paid by Subcontractor by law or labor agreement(s),

- B. Equipment. Charges shall be allowable for the rental and operation of all equipment furnished and used by Subcontractor, except for equipment or tools with a new cost at point of origin of Five Hundred Dollars or less each, which are deemed to be covered in the overhead and profit rates established by this clause.

For Subcontractor-owned equipment, reasonable equipment charges shall be allowed in accordance with the following:

1. Rental rates as agreed upon in the Subcontract; or
2. Rental rates not greater than seventy percent (70%) of Data Quest Blue Book daily rental rates applicable for the period of performance of the change; and
3. Appropriately discounted to stand-by rates for idle time reasonably required.

When the operated use of equipment is infrequent and, as determined by SRNS, such equipment need not remain at the work site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at SRNS'S direction shall be charged at the standby rate.

For Rental Equipment not owned by Subcontractor, charges will be computed on the basis of actual invoice cost.

For the cost of both rented and owned to be allowable, Subcontractor must justify and SRNS agree that the individual pieces of equipment are needed, are appropriate for the work, and that the mobilization costs are allocable to the change.

- C. Materials. Approved incurred costs for material incorporated into the changed Work or required for temporary construction facilities made necessary by the change shall be allowable at net cost delivered to the job site.

- D. Overhead, Profit and All Other Costs. Overhead, profit and markup percentages included in the proposal, shall include, but not be limited to, insurance, use of small tools, incidental job burdens, and general home and field office expense. No percentages for overhead, profit or lower-tier markup will be allowed on employment taxes under FICA and FUTA.

The maximum percentage for the overhead, profit and markup shall not exceed those shown below.

For work subcontracted to a lower-tier by Subcontractor, the proposal submitted to SRNS shall only include one overhead percentage and one profit percentage in addition to Subcontractors markup. No more than these three percentages will be allowed regardless of the number of tiers of Suppliers. The lower-tier's percentage of overhead and profit shall not exceed those shown below.

Allowable percentages on changes for direct hire work will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7.5 percent overhead and 7.5 percent profit on the next \$30,000; and 6.75 percent overhead and 6.75 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

The prime Subcontractor's fee on work performed by lower-tier Suppliers will be based on the net increased cost to the prime Subcontractor as applicable. Allowable fee on changes will not exceed the following: 8 percent fee on the first \$20,000; 5.5 percent fee on the next \$30,000; and 2 percent fee on balance over \$50,000.

#### **A.18 SUBCONTRACTING**

- A. Subcontractor shall not subcontract all or substantially all of the Work without the prior written approval of SRNS. This provision shall not apply to purchases of standard commercial articles or raw materials on which Subcontractor shall perform further work.



- B. When the use of a Subtier Supplier(s) is deemed necessary, the Prime Supplier is responsible to flow down those Technical and Quality requirements deemed applicable for the activities within its defined scope of work, in accordance with referenced Codes/Standards/Material Specifications, or other requirements identified within the procurement documents included with this Purchase Order/Subcontract package. The Prime Supplier is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier suppliers, which includes verification that the Subtier Supplier has been appropriately qualified to perform the activities required to satisfy this procurement. The Prime Supplier must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Supplier to the Prime Supplier deems it necessary to further subcontract its parts of this SRNS contract.
- C. When NQA-1 is invoked as the governing standard, the Prime Supplier and applicable Sub-tier Supplier(s) shall be required to meet the Part 1 Basic Requirements (Section 100). Additional Sections of NQA-1 Part I, (Sections 200 and above), and NQA-1 Part II, may be invoked at the discretion of SRNS via the procurement documents, and if invoked, must be flowed down from the Prime Supplier to its applicable Subtier Supplier(s) at all levels. If the Prime Supplier or its Subtier Supplier(s) intends to upgrade materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Supplier's process verified and approved prior to dedicating any material associated with an SRNS procurement.
- E. The SRNS Buyer is to be notified in writing, within five working days of any changes within your company as identified below:
  - (1) Key quality personnel to include as a minimum:
    - (i) Quality Assurance/Quality Control Manager
    - (ii) Assistant Quality Assurance/Quality Control Manager
    - (iii) Other critical Quality Assurance/ Quality Control personnel
  - (2) Quality Assurance Program Revisions
  - (3) Company ownership transfers/buy-outs, and

- (4) All identified Nonconformance or Corrective Action Reports associated with SRNS contracts including those issued concerning Subtier Suppliers.

#### **A.19 EXPORT CONTROL**

- A. U. S. Government property purchased or acquired under this Subcontract may or may not be authorized for export from the U.S. to a foreign country. If export is allowed, the Subcontractor is solely responsible for obtaining all required clearances or approvals. The Subcontractor also is required to pass on this information and any other DOE-provided export control guidance if the property is resold (including domestic retransfers) or otherwise disposed.
- D. The use, disposition, export and re-export of the property is subject to all applicable U.S. laws and regulations, including the Atomic Energy Act of 1954, as amended; the Arms Export Control Act (22 USC 2751 et seq.); the Export Administration Act of 1979 (560 USC Append 2401 et seq.); DOE Regulations (10 CFR Part 810); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 USC 791 et seq.) which among other things, prohibit:
  - (1) The making of false statement and concealment of any material information regarding the use or disposition, export or re-export of the property; and
  - (2) Any use of disposition, export or re-export of the property which is not authorized in accordance with the provisions of this Subcontract.

#### **A.20 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

- A. Subcontractor shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including but not limited to the following:
  - (1) Transportation, access, disposal, handling and storage of materials,
  - (2) Availability and quality of labor, water, electric power and road conditions,
  - (3) Climatic conditions, tides and seasons,
  - (4) River hydrology and river stages,
  - (5) Physical conditions at the Jobsite and the project area as a whole,

- (6) Topography and ground surface conditions, and
- (7) Equipment and facilities needed preliminary to and during the performance of the Work.
- B. The failure of Subcontractor to acquaint itself with any applicable conditions will not relieve Subcontractor of the responsibility for properly estimating either the difficulties or the cost of successfully performing Subcontractor's obligations under this Subcontract.
- C. Where SRNS, or the Government has made investigations of subsurface conditions in areas where Work is to be performed under this Subcontract, such investigations are made by SRNS and the Government for the purpose of study and design. If the records of such investigations are included in the Subcontract Documents, the interpretation of such records shall be the sole responsibility of Subcontractor. Neither SRNS, nor the Government assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

#### **A.21 DIFFERING SITE CONDITIONS (APR 1984)**

FAR 52.236-2 (Subcontractor shall notify SRNS within 24 hours of occurrence.)

#### **A.22 PERFORMANCE BOND**

- A. The Subcontractor shall furnish a performance bond for the protection of SRNS and the Government in an amount equal to 100 percent of the value of this Subcontract.
- B. The Subcontractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Purchasing Representative, within 10 days after Notice of Award, but in any event, before starting work.
- B. SRNS may require additional performance bond protection when the value of this Subcontract is increased. SRNS may secure additional protection by directing the Subcontractor to increase the penal amount of the existing bond or to obtain an additional bond.

- C. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

#### **A.23 APPROVALS**

The approval by SRNS of designs, work drawings, specifications, reports, or any other data submitted by Subcontractor hereunder shall not affect or relieve Subcontractor from any responsibility to furnish said items in full conformance with the requirements of this Subcontract.

#### **A.24 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA**

- A. Subcontractor agrees to submit a Material Safety Data Sheet (for all hazardous materials/chemicals to the SRNS Purchasing Representative/STR for approval before chemical is brought onto SRS. This obligation applies to all materials delivered under this Subcontract which will involve exposure to hazardous materials/chemicals or items containing these materials/chemicals.
- B. All chemical containers shall be clearly labeled per OSHA standards. Chemicals not in an original container shall also be properly labeled with the product name and hazard markings per the Material Safety Data Sheet on file. Immediate use containers such as painter's pail, etc., are exempt from labeling requirements.
- C. Neither the requirements of this article nor any act or failure to act by SRNS or the Government shall relieve Subcontractor of any responsibility or liability for the safety of SRNS, Government, Supplier, or subcontractor personnel or property.
- D. Subcontractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and regulations (including the acquisition of licenses and permits) in connection with hazardous materials/chemicals.
- E. The Government and SRNS's rights in data furnished under this Subcontract with respect to hazardous materials/chemicals are as follows:
  - (1) To use, duplicate, and disclose any data to which this article is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging,

transporting, or disposing of hazardous materials/chemicals; (ii) obtain medical treatment for those affected by the material/chemical; and (iii) have others use, duplicate, and disclose the data for SRNS and the Government for these purposes.

- (2) To use, duplicate, and disclose data furnished under this article, in accordance with subparagraph E (1) above, takes precedence over any other article of this Subcontract providing for rights in data.
  - (3) That SRNS and the Government are not precluded from using similar or identical data acquired from other sources.
  - (4) That the data shall not be duplicated, disclosed, or released outside of SRNS or the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this article applies: "This is furnished under United States Government Contract No. DE-AC09-08SR22470 and shall not be used, duplicated, or disclosed for any acquisition or manufacturing purpose without the permission of SRNS. This legend shall be marked on any reproduction of this data."
  - (5) That Subcontractor shall not place the legend or any other restrictive legend on any data which
    - (i) Subcontractor or any Subcontractor previously delivered to SRNS or the Government without limitations or
    - (ii) Should otherwise be delivered without limitations.
- F. Subcontractor shall insert this article, including this paragraph F, with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this Subcontract involving hazardous materials/chemicals.

#### **A.25 COMPLIANCE**

- A. Subcontractor shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this subcontract.

**B. Subcontractor - Staff Augmentation Services**  
*(Paragraphs B –H J applies to Staff Augmentation Services)*

Subcontractors shall comply with all applicable federal, state, and local laws and ordinances and

all pertinent lawful orders, rules, and regulations, including provisions of 10 CFR 851. Compliance shall be a material requirement of this Agreement/Subcontract. Except as otherwise directed by SRNS, Subcontractor shall procure without additional expense to SRNS, all necessary permits or licenses. DEAR Clause 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000) is incorporated into the subcontract by reference. Compliance by Subcontractor to SRNS's Worker Safety and Health Program (WSHP) [as implemented by Integrated Safety Management System (ISMS)] shall satisfy the requirements of this DEAR clause and 10 CFR 851.

- C. The Subcontractor employees shall take all reasonable precautions in the performance of work under this subcontract to protect the environment, safety and health of themselves, site employees and members of the public. SRNS procedures provide authority to call a time-out/stop work when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property or the environment. Subcontractor shall ensure that its employees are aware of this authority and understand they have the same authority as SRNS employees to call a time-out/stop work while working at SRS. SRNS purchasing representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this article and corrective action to be taken.
- D. Upon assignment, SRNS will be responsible to provide Staff Augmentation employee's with a physical and in addition SRNS will be responsible for an Exit Physical. Staff Augmentation employees must complete a Standard Occupational Medical Physical Exam. All diagnostic /monitoring exams and return to work (after an absence of 24 work hours) exams are to be provided through the Subcontractor.
- E. Medical results will be provided to the staff augmentation employees.
- F. The on-site Medical Surveillance program will be provided by SRNS Medical based on the work scope hazards. The Subcontractor's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.
- G. Site Reporting Requirements

The Subcontractor (staff augmentation) personnel shall immediately notify the STR or the SRNS Procurement Representative of any event or condition that may require reporting to DOE. Further, the Subcontractor shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 and can include, but not limited to:

- (1) Operational emergencies,
  - (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
  - (3) Any on-the-job injury where an Subcontractor employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
  - (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury,
  - (5) Fires/explosions,
  - (6) Hazardous energy control failures,
  - (7) Operations shutdown directed by management for safety reasons,
  - (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,
  - (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
  - (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
  - (11) Spread of radioactive contamination or loss of control of radioactive materials,
  - (12) Personnel radioactive contamination's or exposures, and
  - (13) Violations of procedures.
- H. Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor employee shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor's employees shall not conceal nor destroy any information

concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

#### **A.26 PERMITS AND LICENSES**

Except as otherwise specified, Subcontractor shall procure and pay for all permits, licenses and inspections, other than inspections performed by SRNS and shall furnish any bonds, security, or deposits required by the Government, state, territory, municipality, or other political subdivisions to permit performance of the Work hereunder. This includes, but is not necessarily limited to identifying if such permits and licenses are required, compiling the information and data required for applications to obtain permits and licenses, filing of necessary applications for such permits and licenses, and providing any additional information or data required.

Where permits and licenses are furnished by SRNS or the Government, the Subcontractor shall provide all reasonable assistance requested, including the providing of any necessary information or data.

#### **A.27 PROGRESS**

Subcontractor shall give SRNS full information in advance as to its plans for performing each part of the Work. If at any time, Subcontractor's actual progress is inadequate to meet the requirements of this Subcontract, SRNS may so notify Subcontractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by SRNS Subcontractor does not improve performance to meet the currently approved Subcontract Schedule, SRNS may require an increase in Subcontractor's labor force, the number of shifts, overtime operations, additional days of Work per week and an increase in the amount of construction plant, all without additional cost to SRNS. Neither such notice nor SRNS's failure to issue such notice shall relieve Subcontractor of its obligation to achieve the quality of Work and rate of progress required by this Subcontract.

Failure of Subcontractor to comply with SRNS's instructions may be grounds for determination by SRNS that Subcontractor is not prosecuting the Work with such diligence as will assure completion within the times specified. Upon such determination, SRNS may terminate, in accordance with the applicable provisions of this Subcontract, Subcontractor's right to proceed with the performance of the Subcontract.

#### **A.28 EXCUSABLE DELAYS**

If Subcontractor's performance of this Subcontract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of Subcontractor, Subcontractor shall, within twenty-four (24) hours of the commencement of any such delay, give to SRNS written notice thereof and within seven (7) calendar days of commencement of the delay, a written description of the anticipated impact of the delay on performance of the Work. Delays attributable to and within the control of Subcontractor's suppliers or subcontractors of any tier shall be deemed delays within the control of Subcontractor. Radiological survey time to release personnel, materials, equipment, or facilities from known radiological areas shall not be considered excusable delays. Within seven (7) calendar days after the termination of any excusable delay, Subcontractor shall file a written notice with SRNS specifying the actual duration of the delay. Failure to give any of the above notices shall be sufficient ground for denial of an extension of time. If SRNS determines that the delay was unforeseeable, beyond the control and without the fault or negligence of Subcontractor, SRNS will determine the duration of the delay and will extend the time of performance of this Subcontract.

#### **A.29 SUBCONTRACTOR'S WORK AREA**

All Subcontractor Work areas on the Jobsite will be assigned by SRNS. Subcontractor shall confine its operations to the areas so assigned. Should Subcontractor find it necessary or advantageous to use any additional off-site area for any purpose whatsoever, Subcontractor shall, at its expense, provide and make its own arrangements for the use of such additional off-site areas.

#### **A.30 CLEANING UP**

Subcontractor shall, at all times, keep its Work areas in a neat, clean and safe condition.

Upon completion of any portion of the Work, Subcontractor shall promptly remove from the Work area all its equipment, and surplus materials not to be used at or near the same location during later stages of the Work.

Upon completion of the Work and prior to final payment, Subcontractor shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment and materials belonging to Subcontractor; and return to a SRNS warehouse or Jobsite storage area all salvageable SRNS or the

Government supplied materials. Subcontractor shall leave the premises in a neat, clean and safe condition.

In event of Subcontractor's failure to comply with the foregoing, SRNS will accomplish same at Subcontractor's expense.

#### **A.31 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES**

Subcontractor shall provide and use for the Work hereunder only such plant and equipment as are capable of producing the quality and quantity of Work and materials required by this Subcontract and within the time or times specified in the Subcontract Schedule.

Before proceeding with the Work hereunder, Subcontractor shall furnish SRNS with information and drawings relative to such equipment, plant and facilities as SRNS may request. Upon written order of SRNS, Subcontractor shall discontinue operation of unsatisfactory plant, equipment, or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

Subcontractor shall, at the time any equipment is moved onto the Jobsite, present to SRNS an itemized list of all equipment, including but not limited to cranes, pumps and compressors. Said list must include description and quantity, and serial number where applicable. Prior to removal of any or all equipment, Subcontractor shall clear such removal through SRNS.

Any Subcontractor or rental equipment involved in an on-site accident shall not be removed from the site until all information required for the accident investigation is obtained and approval for release is received from SRNS.

#### **A.32 COOPERATION WITH OTHERS**

SRNS, the Government, other contractors and other subcontractors may be working at the Jobsite during the performance of this Subcontract and Subcontractor Work or use of certain facilities may be interfered with as a result of such concurrent activities. SRNS reserves the right to require Subcontractor to schedule the order of performance of the Work in such a manner as will minimize interference with Work of any of the parties involved. Subcontractor shall fully cooperate with other subcontractors and with SRNS, or the Government. Subcontractor shall not commit any act that will interfere with the performance of work by any other subcontractor or by SRNS, or the Government.

Should Subcontractor incur any additional costs or sustain any damages through any act or omission of another subcontractor, Subcontractor shall have no claim or cause of action against SRNS, SRNS or the Government for such additional costs or damages and hereby waives any such claim. The phrase "act or omission" as used herein includes but is not limited to delays, interferences, hindrances, or disruptions on the part of another subcontractor.

#### **A.33 INTEREST (JUN 1996)**

FAR 52.232-17, with the addition of a paragraph (d) to read as follows: "(d) No interest is payable to the Subcontractor for any claim or voucher the Subcontractor may submit for payment except as specifically imposed by a Court on any judgment obtained by the Subcontractor or as otherwise provided herein."

#### **A.34 WORK ON SRNS, GOVERNMENT OR OTHER PREMISES**

A. As to the Work to be done or performed by Subcontractor on premises owned or controlled by SRNS, the Government, or the premises of other SRNS subcontractors, Subcontractor assumes the entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury including death, or damage to property, sustained in connection with or to have arisen out of the negligent acts or omissions of Subcontractor or its Subcontractors, agents, or employees. Subcontractor shall indemnify and hold harmless the Government and SRNS from and against any and all claims, demands, actions, causes of action including those brought by an employee of the Subcontractor or a State Industrial Insurance subcontractor under a Workers/ Workmen's Compensation Act or statute, suits, damages, expenses including attorney fees and liabilities whatsoever resulting from or arising in any manner on account of or by reason of any injury to or death of any person or any damage to or loss of property attributable directly or indirectly to the negligent acts or omissions of Subcontractor or its Subcontractors, agents, or employees arising out of, or in any way connected with the performance of this Subcontract, whether or not caused in any way by some act or omission, negligence or otherwise, of SRNS or the Government; provided however, that the Subcontractor's duty to indemnify shall not arise if such injury, death, destruction or loss is caused by the negligence of SRNS or the Government. Nothing in the foregoing shall be

construed to require Subcontractor to indemnify and save harmless the Government and SRNS from any liability arising out of or resulting from a nuclear incident. To the extent necessary to execute the foregoing indemnification and as permitted by law, Subcontractor specifically waives any and all immunity provided by any industrial insurance or Workers/ Workmen's Compensation Act or statute.

B. When Subcontractor shall perform any part of the Work on the premises of SRNS or the Government during the performance of this Subcontract, the Subcontractor shall have in force and effect, policies of insurance conforming to the terms set forth in Paragraph C of this Article.

C. (1) The Subcontractor shall procure and thereafter maintain at its own expense, the following insurance:

(i) Workers' Compensation and Employer's Liability.

Limits of Liability: Worker's Compensation: Statutory limits in the jurisdiction wherein the Work is to be performed.

Employer's Liability: A minimum of \$1,000,000.

(ii) Comprehensive general liability including Bodily Injury and Property Damage.

Limits of Liability: A minimum of \$1,000,000 Combined Single Limit.

(iii) Automobile Liability including Bodily Injury and Property Damage including All Owned, Non-Owned and Hired.

Limits of Liability: \$1,000,000 Combined Single Limit

Note: All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.

(2) Upon request prior to performance or at anytime thereafter, certificates of insurance evidencing that the requirements of this Article have been met shall be furnished to SRNS before work is commenced with respect to performance under this Order. Provisions shall be made for thirty days advance notice by mail to SRNS of change in or cancellation of such insurance.

Certificates shall be issued by insurance carriers satisfactory to SRNS.

- (3) In the event the Subcontractor fails to furnish such Certifications of Insurance, as requested in Paragraph 2 hereinabove, prior to commencement of work or to continue to maintain such insurance during the performance of the Subcontract, SRNS shall have the right to stop work and/or to withhold any payments or partial payments required to be made under this Subcontract; and shall have the right to continue withholding any or all of said payments so long as the Subcontractor has not complied with the requirements of this Article.
  - (4) On subcontracts involving blasting or other hazardous operations, the Subcontractor's insurance shall specifically state that all blasting or such other hazardous operations are fully covered.
- D. Subcontractor agrees to comply with and require its Subcontractors to comply with all applicable laws, rules, and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety and health, or withholding and payment of social security and federal and state income taxes. Subcontractor further agrees to indemnify SRNS and the Government against, and to save and hold harmless SRNS and the Government from, any and all liability and expense with respect to claims against SRNS or the Government which may result from the failure or alleged failure of Subcontractor or of any of its Subcontractors to comply therewith.

#### **A.35 COMPLIANCE WITH EMPLOYEE CONCERNS**

- A. Subcontractors shall ensure subcontractor employees are aware of the DOE-SRS and SRNS Employee Concerns Programs (ECP) and how to use the program by performing the following:
- (1). Ensure employees are provided with information on the DOE-SRS and SRNS ECPs during initial orientation and annual training.
  - (2) Ensure that posters identifying the DOE-SRS and SRNS ECP telephone "hotline" numbers are displayed in conspicuous locations throughout the worksite. SRNS will provide posters, as necessary.
  - (3) Inform employees and subcontractor employees of the availability of the DOE-

SRS ECP in case of dissatisfaction or lack of confidence with other reporting systems.

- (4) Ensure managers and supervisors are aware of the prohibition of any reprisal against employees who have or are believed to have raised or reported concerns.
- B. Subcontractors must immediately notify the STR or Procurement Representative of any employee concern involving:
- (1) A condition which constitutes an imminent threat to the health and safety of site personnel or to the general public.
  - (2). Circumstances which would cause adverse public reaction or receive local media attention.
  - (3) Allegations of reprisal.
- C. Subcontractors shall investigate any employee concern referred by the STR and inform the STR of investigation results within 7 days of receipt of concern. Inform the STR in writing if an extension to this 7-day timeframe is required, along with status of investigation to date and actions pending to closure. The investigation shall be conducted to the satisfaction of the SRNS Purchasing Representative.

#### **A.36 BADGING REQUIREMENTS**

##### **A. Photo Badge**

- (1) Employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Subcontractor employees and any Lower-tier Subcontractor employees must be processed through SRNS's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old.
- (2) Subcontractor employees and any Lower-tier Subcontractor employees shall complete Subcontractor Employee Data Sheet and Fingerprint Cards. If a long term badge is required (period greater than six (6) months) the employee will also be required to complete form SF 85, "Questionnaire for Non-Sensitive Positions", and form OF 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRNS Internet Home Page at

[http://www.srs.gov/general/busiops/PMMMD/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMMD/SRNS_general_provisions.htm)

- (3) Subcontractor will observe the following badging procedure for processing employees through employment and security orientation:

- (i) A minimum of two working days prior to the start of the badging and orientation process, subcontractor shall transmit the following information to the STR (or the End User if an STR is not appointed for this order):

- Subcontract Number
- Employee name
- Employee address
- Employee Social Security Number
- Employee Date of Birth

- (ii) Subcontractor employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC. Employee shall be given a temporary badge for travel to SRS Central Shops Area for Substance Abuse Program (SAP) Testing. (See Article titled "Workplace Substance Abuse Programs.")

- (iii) Each employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET is given on Monday of each week in the Jackson, SC municipal building, and should be scheduled well in advance of the desired date in order to assure placement.

- (iv) The orientation and badging process will take approximately four (4) hours.

- (4) The maximum duration that Subcontractor employees will be issued a site access badge is one (1) year. Subcontractor employees requiring a new badge will report to the Badge Office and repeat the badging process.

- (5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.

- B. **Temporary Badge** (typically for visitors and short term personnel).

- (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.

- (2) Two working days prior to the need date, subcontractor shall transmit the following information to the STR/End User:

- Subcontract Number
- Employee name
- Employee address
- Employee Social Security Number
- Employee Date of Birth

- (3) The Assigned Competent Person (ACP) (Subcontractor or SRNS employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the subcontractors accepted Worker Protection Plan or SRNS's Focused Observation Database if a WPP is not required by the terms of this order.

- (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.

- (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.

- (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.

- (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.

C. **Identity Verification.**

- (1) In order to receive a photo or temporary badge for entry to SRS, supplier/subcontractor employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I-9, copy available on the SRNS Internet Home Page at [http://www.srs.gov/general/busiops/PMMMD/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMMD/SRNS_general_provisions.htm)). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID.

- (2) **Vendor Delivery Personnel.** Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture



identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Wackenhut Services, Inc assigned escorts, or by Assigned Competent Persons (SRNS or Subcontractor).

- D. If the Subcontractor or any lower-tier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

#### **A.37 WAIVER OF BENEFITS** **(STAFF AUGMENTATION SUBCONTRACTS ONLY)**

Prior to performance, the Subcontractor shall obtain from each subcontractor employee and submit to SRNS a signed acknowledgement and waiver of any SRNS salary and benefits programs in a form satisfactory to SRNS, whereby the subcontractor employee agrees and understands that (s)he is an employee of the Supplier/ Subcontractor, and not of Savannah River Nuclear Solutions (SRNS) or the United States Department of Energy, that the employee will receive all compensation (salary and benefits) from Supplier/Subcontractor and will not be eligible for any salary or benefits programs provided by SRNS, including but not limited to base salary, health and welfare plans, pension plans, and 401(k) investment savings programs.

#### **A.38 COMPLIANCE WITH DIESEL EMISSION REDUCTION ACT (DERA)**

All diesel powered equipment bought on-site for ARRA work is required to burn ultra-low sulfur diesel fuel ( $\leq 15$  ppm). Fuel certification will be available for inspection upon request.

All pre-1996 model year non-road diesel engine equipment brought on-site for ARRA work shall be retrofitted with EPA verified control equipment. Equipment certification will be submitted prior to commencement of work.

SRS is implementing South Carolina State Transport Police (SCSTP) maximum idling regulation SCCL§56-35-10. All motor vehicles and heavy equipment shall be shut down if the idling period will exceed 10 consecutive minutes. Additional guidance on maximum idling time can be obtained at [www.scstp.org](http://www.scstp.org).

## **SECTION B**

### **SECTION B ARTICLES APPLY ONLY IF SPECIFIED IN THE SUBCONTRACT**

#### **B.1 INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION**

- A. For the purpose of this Article,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
  - (2) Employees include Subcontractor and lower-tier subcontractor employees.
- B. In performing work under this Subcontract, the Subcontractor and any lower-tier Subcontractor(s), shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral, but visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those subcontractor and lower-tier subcontractor employees managing or supervising employees performing work.
  - (2) Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting

- employees, the public, and the environment is a priority whenever activities are planned and performed.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by SRNS and the Subcontractor. These agreed-upon conditions and requirements of the Subcontract are binding upon the Subcontractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work.
- C. The Subcontractor and any lower-tier Subcontractor(s), shall manage and perform work in accordance with Article B.2 of these Terms and Conditions or a documented Worker Protection Plan (WPP) that fulfills all conditions in paragraph B. of this Article to the degree specified in Article B.3 or B.4 of these Terms and Conditions as indicated applicable to this subcontract. Documentation in the subcontract shall describe how the Subcontractor will:
- (1) Define the Work to be performed;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- D. The subcontract shall describe how the Subcontractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to Subcontract requirements and funding limits while maintaining the integrity of the WPP. The subcontract shall also describe how the Subcontractor will measure WPP effectiveness.
- E. The Subcontractor shall submit to the Purchasing Representative documentation of its WPP for review and acceptance. The Purchasing Representative will establish dates for submittal, discussions, and revisions to the WPP. The Purchasing Representative will provide guidance on preparation, content, review, and acceptance of the WPP. On an annual basis, the Subcontractor shall review and update, for SRNS acceptance, its safety performance objectives, performance measures, and commitments consistent with, and in response to, Subcontract requirements, funding limits and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire WPP. Accordingly, the subcontract shall be integrated with the Subcontractor's business processes, as applicable to the Scope of Work contained in this subcontract, for work planning, budgeting, authorization, execution, and change control.
  - F. The Subcontractor and any lower-tier Subcontractor(s), shall comply with, and assist SRNS in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the Article of this Subcontract on Laws, Regulations, and DOE Directives. The Subcontractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this Subcontract.
  - G. The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements including those specified in the subcontract. If the Subcontractor fails to provide resolution or, if at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Purchasing Representative may issue an order stopping work in whole or in part. Any stop work order issued by the Purchasing Representative under this Article (or issued by the Subcontractor to a lower-tier subcontractor shall be without prejudice to any other legal or contractual rights of SRNS. In the event that the Purchasing Representative issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in

connection with, any work stoppage ordered in accordance with this Article.

- H. SRNS shall hold the Subcontractor responsible for compliance with the ES&H requirements applicable to this Subcontract, including performance of work by any lower-tier subcontractor(s). In utilizing the Focused Observation Checklists, Subcontractors are required to forward any self-identified safety deficiencies to the STR. The STR will forward the deficiencies to SRNS Contractor Assurance for screening.

## **B.2 ENVIRONMENT, SAFETY, AND HEALTH COMPLIANCE - ALTERNATIVE I**

*(Compliance by the Subcontractor with the requirements of this Article B.2 shall satisfy any/all requirements of Article B.1, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)*

- A. The Subcontractor, and any lower-tier Subcontractor(s), shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety, and health of employees and members of the public. All work shall be performed to include lower-tier subcontracted work in compliance with all applicable SRNS/DOE environmental, safety, and health requirements, including DOE Regulation 10 CFR 851, "Worker Safety and Health Program", and orders, and procedures including related reporting requirements. Such procedures provide authority to SRNS employees to call a "time out/stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property. The subcontractor shall ensure that its employees, including lower-tier subcontractor employees are aware of this authority, and also have similar "time out/stop work" authority when performing work under this subcontract. The SRNS Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said SRNS/DOE regulations, requirements and procedures the SRNS Purchasing Representative may, without prejudice to any

other legal or contractual rights of SRNS, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

- B. Prior to the start of work under this subcontract, the subcontractor shall provide to the SRNS Purchasing Representative a letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with SRNS procedures. In addition, for any tasks identified in the Statement of Work as outside the scope of SRNS procedures, the Subcontractor shall provide to the SRNS Purchasing Representative for SRNS review and acceptance any appropriate documentation, procedures or manuals containing task hazard reviews and safeguards to be implemented. Whenever a significant change or addition is made to such documentation, procedures or manuals, the subcontractor shall re-submit the revised document to SRNS for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Subcontractor must submit annually to SRNS either an update to the documentation, procedures or manuals for acceptance or a letter stating that no changes are necessary in the current accepted documents.
- C. Equipment Safety.  
The Subcontractor shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRNS Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRNS Home Page at  
(<http://www.srs.gov/general/busiops/PMMD/SR>

NS\_general\_provisions.htm), and provide a copy to the STR.

D. Assigned Competent Person.

The Subcontractor shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged subcontractor personnel seeking temporary badges in support of the subcontractor's work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRNS Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OHSA.

E. Safety and Health Representative.

The Subcontractor shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of the requirements in 29 CFR 1910/1926.

F. Site Reporting Requirements

The Subcontractor shall immediately notify the STR or SRNS Procurement Representative of any event/condition that may require reporting to DOE. Further, the Subcontractor shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M

231.1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury,
- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety response,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (10) Loss, damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

**B.3 ENVIRONMENT, SAFETY, AND  
HEALTH COMPLIANCE –  
ALTERNATIVE II**

*(Compliance by the Subcontractor with the requirements of this Article B.3 shall satisfy any/all*

***requirements of Article B.1, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)***

A. The Subcontractor and any lower-tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The subcontractor and any lower-tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The SRNS Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said regulations and requirements, the SRNS Purchasing Representative may, without prejudice to any other legal or contractual rights of SRNS, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP)

The Subcontractor shall possess and maintain a corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's business. Prior to the start of work under this Subcontract, the Subcontractor shall provide to the SRNS Purchasing Representative a copy of the WPP and sample Task Specific Plans (TSP) (based on a minimum of three tasks in the scope of work), for review and acceptance by the appropriate SRNS organization(s). NOTE: Subcontractor is responsible for conducting hazard analysis and documenting additional TSPs. Work under this Subcontract shall not commence until the WPP and TSPs have been accepted by SRNS. The Subcontractor shall provide a copy of the accepted WPP and TSP to

any lower-tier Subcontractor(s) and shall ensure subcontractor employee's performing work at the site have access to the WPP document accepted by SRNS, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The Subcontractor's employees and the employees of any lower-tier Subcontractor(s), shall comply with the WPP and TSPs in the performance of the work under this Subcontract. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on internal engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Task Specific Plans that include hazard identification and control measures that provide for safe work practices and employee training (i.e., 1) Define Scope of Work, 2) Identify and Analyze Hazards, 3) Develop and Implement Controls, 4) Perform Work within Controls, 5) Provide Feedback, and Continuous Improvement.);
- (6) Shall include Focused Observation Checklists, as applicable. The Subcontractor shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the WPP. Subcontract scope performed by the subcontractor and its lower-tier Subcontractors will typically be covered by the WPP and appropriate Checklists. Such

Checklists are available on the Savannah River Site Internet Home Page ([http://www.srs.gov/general/busiops/PMMMD/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMMD/SRNS_general_provisions.htm)) for review and down loading.

- (7) Shall include a process that provides authority to subcontractor and lower-tier subcontractor employees to call for a “time out/stop work” when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Subcontractor shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRNS for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Subcontractor must submit annually to SRNS either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety.

The Subcontractor shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRNS Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor shall complete the “Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist”, copy available on the SRNS Home Page at ([http://www.srs.gov/general/busiops/PMMD/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm)), and provide a copy to the STR.

D. Assigned Competent Person.

The Subcontractor shall designate in writing an Assigned Competent Person (ACP), and alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment

delivery personnel and other non-badged subcontractor personnel seeking temporary badges in support of the subcontractor’s work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRNS Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

The Subcontractor shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person’s qualifications and duties and be documented in the Subcontractor’s Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.

F. Material Safety Data Sheets.

The Subcontractor shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Subcontractor shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.

G. Environmental Compliance

The Subcontractor and any lower-tier subcontractor(s) shall comply with all applicable environmental protection laws, Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor shall submit an Environmental Compliance Plan

(ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements

The Subcontractor shall immediately notify the STR or SRNS Purchasing Representative of any event/condition that may require reporting to the DOE. Further, the Subcontractor shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury
- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety reasons,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

Immediate notification is required of such events to ensure SRNS meets its commitment

for 30 minute notification to appropriate DOE authorities. The Subcontractor shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

**B.4 ENVIRONMENT, SAFETY, AND  
HEALTH COMPLIANCE –  
ALTERNATIVE III**

*(Compliance by the Subcontractor with the requirements of this Article B.4 shall satisfy any/all requirements of Article B.1, "Integration Of Environment, Safety and Health Into Work Planning And Execution", applicable to the scope of work contained in this Subcontract.)*

A. The Subcontractor and any lower-tier subcontractor(s) shall take all reasonable precautions in the performance of the work under this Subcontract to protect the environment, safety and health of employees and members of the public, and shall comply with OSHA and all other applicable federal, state and local regulatory requirements, including new DOE Regulation 10 CFR 851, "Worker Safety and Health Program" which will apply to any work performed on the Savannah River Site effective February 9, 2007. The subcontractor and any lower-tier subcontractor shall comply with site-specific ES&H requirements when specified in the subcontract. The SRNS Purchasing Representative shall notify the Subcontractor in writing of any noncompliance with the provisions of this Article. After receipt of such notice, the Subcontractor shall immediately take corrective action. In the event that the Subcontractor fails to take corrective action and comply with said regulations and requirements, the SRNS Purchasing Representative may, without prejudice to any other legal or contractual rights of SRNS, issue an order stopping work in whole or in part. An order authorizing the resumption of work may be issued at the discretion of the Purchasing Representative. The Subcontractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this Article.

B. Corporate Worker Protection Plan (WPP)

The Subcontractor shall possess and maintain a

corporate Worker Protection Plan (WPP) which implements the OSHA requirements applicable to the normal course of the Subcontractor's business. Prior to the start of work under this Subcontract, the Subcontractor shall provide to the SRNS Purchasing Representative a copy of the WPP for review and acceptance by the appropriate SRNS organizations. The Subcontractor's employees and the employees of any lower-tier subcontractor(s), shall comply with the WPP in the performance of the work under this Subcontract. Work under the Subcontract shall not commence until the WPP has been received and accepted by SRNS. The Subcontractor shall provide a copy of the WPP to any lower-tier subcontractor(s) and shall ensure subcontractor employee's performing work at the site have access to the WPP document accepted by SRNS, and other standards, controls and procedures including DOE worker protection publications applicable to the workplace. The WPP shall meet the following minimum requirements:

- (1) Shall include management policies that provide for clear goals, responsibilities, authority, and accountability for meeting loss control objectives;
- (2) Shall include the implementation of applicable local, state, federal, environment, safety and health requirements that are relevant to the scope of work, including applicable elements in 10 CFR 851, "Worker Safety and Health Program";
- (3) Shall provide employee guidance on task hazards, engineering controls, precautions, and requirements on personal protective equipment (PPE) to minimize, control and/or prevent employee exposure to include equipment/property loss;
- (4) Shall include management policies for incorporating and implementing the use of American Conference of Governmental Industrial Hygienist (ACGIH) threshold limit values (TLVs). The ACGIH guidelines shall be used when the TLV(s) exposure limits are more restrictive than OSHA permissible exposure limits (PELs).
- (5) Shall include Focused Observation Checklists, as applicable. The Subcontractor shall (i) thoroughly assess the work scope, (ii) identify the associated hazards, and (iii) apply elements of corresponding Checklists within the Worker Protection Plan (WPP) or utilize applicable Checklists as attachments to the

WPP. Subcontract scope performed by the subcontractor and its lower-tier Subcontractors will typically be covered by the WPP and appropriate Checklists. Such Checklists are available on the Savannah River Site Internet Home Page ([http://www.srs.gov/general/busiops/PMMD/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm)) for review and down loading.

- (6) Shall include a process that provides authority to subcontractor and lower-tier subcontractor employees to call for a "time out/ stop work" when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property.

The Subcontractor shall provide mechanisms to involve workers in the development of WPP goals, objectives, and performance measures and in the identification and control of workplace hazards. Whenever a significant change or addition is made to the WPP, it shall be re-submitted to SRNS for review and acceptance. Examples of significant changes include any requirement deletions, additional scope added, total re-write or major revision. Additionally, the Subcontractor must submit annually to SRNS either an updated WPP for acceptance or a letter stating that no changes are necessary in the current accepted WPP.

C. Equipment Safety.

The Subcontractor shall ensure that major equipment used in the performance of work under this subcontract is inspected, operated and maintained by qualified competent personnel. As confirmation, the Subcontractor shall complete Form PF-44, Major Equipment Declaration, (copy available on the SRNS Internet Home Page) and provide one (1) copy to the Subcontract Technical Representative (STR), prior to placing any such equipment in service on the Savannah River Site. Additionally, prior to performing any activity involving the loading, unloading, and transporting of self-propelled medium or heavy duty equipment on the Savannah River Site, the Subcontractor shall complete the "Self-propelled Equipment Loading, Unloading & Transport Safety Review Checklist", copy available on the SRNS Home Page at ([http://www.srs.gov/general/busiops/PMMD/SRNS\\_general\\_provisions.htm](http://www.srs.gov/general/busiops/PMMD/SRNS_general_provisions.htm)), and provide a copy to the STR.

D. Assigned Competent Person.

The Subcontractor shall designate in writing an Assigned Competent Person (ACP), and



alternates, who will be responsible for SRS perimeter barricade escort and safety orientation for non-badged material/equipment delivery personnel and other non-badged subcontractor personnel seeking temporary badges in support of the subcontractor's work scope. The ACP shall be a responsible employee, cognizant of the subcontract scope and all applicable environmental, safety and health requirements, including any focused observation safety checklists. The ACP shall furnish an advance copy of applicable focused observation safety checklists to any non-badged temporary personnel anticipating entry onto SRS, and shall meet entering personnel at the SRNS Badging Office, Building 703-46A when they report for temporary badging. The ACP and entering personnel shall review the scope of work to be performed and upon arrival at the work site review, complete and date any applicable focused observation safety checklist(s). For material/equipment deliveries, the ACP shall review any applicable focused observation safety checklists with delivery personnel, including specific safety measures required for loading/unloading in accordance with OSHA and the WPP.

E. Safety and Health Representative.

The Subcontractor shall designate a safety and health professional or representative, as specified in the subcontract. The designation must include the person's qualifications and duties and be documented in the Subcontractor's Worker Protection Plan. A designated Safety Representative shall have a minimum of thirty (30) hours formal Safety and Health training in OSHA standards or pre-approved equivalent, having other safety related training certificates and/or job experience in General Industry/Construction safety with an understanding of 29 CFR 1910/1926 requirements.

F. Material Safety Data Sheets.

The Subcontractor shall provide the STR copies of Material Safety Data Sheets for all chemicals brought to SRS prior to the initial use of such chemicals. In addition, the Subcontractor shall provide the STR with a current inventory on a monthly basis for chemicals stored on-site for thirty (30) or more days per EPCRA/CERCLA. All chemicals stored on-site shall follow NFPA storage guidelines.

G. Environmental Compliance

The Subcontractor and any lower-tier subcontractor(s) shall comply with all applicable environmental protection laws,

Executive Orders, ordinances, regulations, directives, and codes. Upon request, the Subcontractor shall submit an Environmental Compliance Plan (ECP) outlining the methods proposed to address the environmental requirements specified in the scope of work. The ECP shall specify the person responsible for ensuring the requirements are met.

H. Site Reporting Requirements

The Subcontractor shall immediately notify the STR or SRNS Purchasing Representative of any event/condition that may require reporting to the DOE. Further, the Subcontractor shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 (DOE M 231.1-1-2) and can include (but are not limited to):

- (1) Operational emergencies,
- (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
- (3) Any on-the-job injury where an employee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent – any offsite transfers must be reported immediately,
- (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury
- (5) Fires/explosions,
- (6) Hazardous energy control failures,
- (7) Operations shutdown directed by management for safety reasons,
- (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.
- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations, and
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contaminations or exposures, and
- (13) Violations of procedures.

Immediate notification is required of such events

to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Subcontractor shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Subcontractor and their employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

#### **B.6 PAYMENT BY SUBCONTRACTOR TO SRNS**

- A. The Subcontractor shall receive title to all property to be dismantled, demolished, or removed under this subcontract and not specifically designated in the Schedule as being retained by SRNS. Except as provided in paragraph C below, the title shall vest in the Subcontractor immediately upon SRNS's issuing the notice of award, or if a performance bond is to be furnished, upon SRNS's issuing a notice to proceed with the work. SRNS shall not be responsible for the condition of or any loss or damage to the property.
- B. The Subcontractor shall promptly remove from the site all property acquired by the Subcontractor. SRNS shall not permit storage of property on the site beyond the completion date.
- C. Upon written notice to the Subcontractor while the aforesaid property remains in the possession of the Subcontractor, SRNS may reclaim title to any of the property if SRNS determines:
  - (1) that the property does contain, or may contain, classified U.S. Government data (in any form), and/or technology sensitive to the national interest, or
  - (2) that the property is "Proliferation Sensitive Property", as defined in Article A.19 of these Terms and Conditions.

WRSC and the Government are not liable to the Subcontractor for any costs associated with the inadvertent inclusion of such property in the Subcontract. If payment has been made for any such property, the payment shall be refunded to the Subcontractor. Any reshipment costs involved will be the responsibility of SRNS. Once notified by SRNS of its intent to reclaim the aforesaid property, the Subcontractor agrees to take all reasonable measures to safeguard the aforesaid property until reclaimed by SRNS.
- D. The Subcontractor shall perform the work within the time called for under this

subcontract, and before proceeding with the work, shall make full payment to SRNS, as provided for in the Subcontract. Checks shall be made payable to the office designated in the subcontract.

#### **B.7 WORKPLACE SUBSTANCE ABUSE PROGRAM**

##### **A. Fitness for Duty**

- (1) (i) The Subcontractor shall advise employees and the employees of lower tier subcontractors and agents that it is the policy of SRNS to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any off-Site facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. Any Subcontractor employee who is found in violation of the policy may be removed or barred from the site.
- (ii) The Subcontractor agrees to advise its employees and the employees of lower-tier subcontractors of the above policy prior to assignment to the Site and to maintain documentation that such advice has been given.
- (2) SRNS will collect urine specimens when Subcontractor employees are processed for badging. SRNS will send these specimens to a consultant for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Subcontractor will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site and return the badge to the SRNS Subcontractor Badge Office.
- (3) The Subcontractor agrees to secure the written consent of employees to release results of urine tests to the designated SRNS representative. SRNS agrees to use such results solely in connection with its decision as to whether to permit a Subcontractor employee, lower-tier subcontractor employee or agent to access Savannah River Site property.
- (4) SRNS will also conduct for-cause and random drug and alcohol testing on all employees badged by SRNS. The Subcontractor agrees to comply with and secure the compliance of its employees and

employees of lower-tier subcontractors with this testing. In the event of "positive" findings, the Subcontractor agrees to promptly remove such individual from the Savannah River Site and return his or her badge to the SRNS Subcontractor Badging Office.

- (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Subcontractor's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by a Subcontractor's Representative.

**B. Suitability for Employment**

- (1) Subcontractor employees, including employees of lower-tier subcontractors, who are to be badged to permit Savannah River Site access, must successfully complete a Suitability for Employment process. As part of this process, the Subcontractor agrees to advise its employees and employees of lower-tier subcontractors that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process.
- (2) Employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Subcontractor's employee subsequently fails to successfully complete the background investigation, the Subcontractor agrees to promptly remove such individual from the site and to return the badge to the SRNS Subcontractor Badging Office.
- (3) Subcontractor agrees to advise its employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advice has been given.

**B.8 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES**

*The following terms are applicable if performance of this Order will require the Subcontractor's employee(s) to perform work on SRS premises for more than ten (10) working days.*

**A. General Employee Training (GET)**

- (1) The Subcontractor shall inform his employees and the employees of his lower

tier subcontractors and agents that it is the policy of Washington Savannah River SRNS to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.

**(2) Successful Completion Required**

Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.

- (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.
- (ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by SRNS.
- (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security controlled areas and additional training is required, as determined by SRNS.

**(3) Successful Completion Defined: Successful completion occurs when the individual**

- (i) Is scheduled for GET,
- (ii) Attends the GET session,
- (iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
- (iv) Properly completes all documents (rosters, exam answer sheet, etc.).

- (4) Unsuccessful Completion Defined: If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.
- (5) Scheduling for GET  
The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.
- (6) Records  
GET records will be maintained by SRNS.

B. Annual Refresher Training

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The subcontractor is responsible for scheduling its employees for this training. The STR may be contacted for assistance.

**B.9 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS**

*The following items are applicable if performance of this subcontract will require the Subcontractor's employee(s) to receive a security badge.*

A. Subcontractor Security Education Coordinator

- (1) If this Subcontract will require a force of more than thirty (30) subcontract employees receive badges, then the Subcontractor shall provide to the SRNS Security Education Office, the name of its representative appointed to administer its Security Education Program. This representative shall be referred to as the Subcontractor Security Education Coordinator (SSEC).
- (2) If this Subcontract will require that less than thirty (30) subcontract employees receive badges, then the SRNS Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.

B. SRNS Roster

The SSEC will be responsible for providing the STR with a roster of all subcontract personnel

receiving a badge. At a minimum the data shall include name, social security number, and work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty-(60) days.

C. Initial Briefing

The SSEC will ensure that all subcontract personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing consists of videotape shown during initial General Employee Training (GET), or at the time of badging for those individuals not required to attend GET.

D. Comprehensive Briefing

If subcontract personnel have a clearance at the inception of this Subcontract, or receive a clearance at any time during the course of the Subcontract, the SSEC/STR will ensure that those subcontract employees receive a Comprehensive Briefing from SRNS.

E. Annual Refresher Briefing

The SSEC/STR shall ensure that all subcontract employees receive, at least once in a twelve- (12) month period, an Annual Security Refresher briefing from SRNS. This briefing is provided during GET Refresher Training.

F. Foreign Travel Briefing

If a subcontract employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for ensuring that the individual receives a Foreign Travel Briefing from SRNS before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

G. Badge Retrieval at Termination

The Subcontractor is responsible for ensuring that badges are returned or accounted for when a subcontract employee terminates employment or when Subcontract is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the SRNS STR.

H. Termination Briefing

When a subcontract employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by SRNS is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by SRNS.

**B.10 LIMITATION OF FUNDS**

*This article is applicable only if this Subcontract is partially funded.*

- A. Of the total price of this Subcontract, the sum of \$\_\_\_\_\_ is presently available for payment and allotted to this Subcontract. It is anticipated that additional funds will be allocated to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Subcontractor agrees to perform or have performed work on this Subcontract up to the point at which, if this Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of this Subcontract, the total amount payable by SRNS (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article would, in the exercise of reasonable judgment by the Subcontractor, approximate the total amount at the time allotted to the Subcontract. The Subcontractor is not obligated to continue performance of the work beyond that point. SRNS is not obligated in any event to pay or reimburse the Subcontractor more than the amount from time to time allotted to the Order, anything to the contrary in the Termination For Convenience of SRNS article notwithstanding.
- C. (1) It is contemplated that funds presently allotted to this Order will cover the work to be performed until\_\_\_\_\_.
- (2) If funds allotted are considered by the Subcontractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Subcontractor shall notify SRNS in writing when within the next 60 days the work will reach a point at which, if the Order is terminated pursuant to the Termination For Convenience of SRNS article of the Order, the total amount payable by SRNS (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article will approximate 75 percent of the total amount then allotted to the Order.
- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C.(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it.
- (ii) The Subcontractor shall, sixty days in advance of the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, advise SRNS in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRNS shall, upon the Subcontractor's written request, terminate this Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRNS article.
- D. When additional funds are allotted from time to time for continued performance of the work under this Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
- E. If, solely by reason of SRNS's failure to allot additional funds in amounts sufficient for the timely performance of this Subcontract, the Subcontractor incurs additional costs or is delayed in the performance of the work under this Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
- F. SRNS may at any time before termination, and, with the consent of the Subcontractor, after notice of termination, allot additional funds for this Subcontract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRNS under the Termination for Cause article of this Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under this Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRNS to terminate this Subcontract pursuant to the Termination for Convenience of SRNS article of the Subcontract.

**B.11 SERVICE CONTRACT ACT OF 1965 AS AMENDED (NOV 2007)**

*Incorporated by Reference FAR 52.222-41*

**B.12 RESERVED**

**B.13 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

*Incorporated by Reference FAR 52.222-42*

**B.14 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)**

*Incorporated by Reference FAR 52.222-43*

**B.15 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (FEB 2002)**

*Incorporated by Reference FAR 52.222-44*

**B.16 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2004)**

*Incorporated by Reference FAR 52.219-8*

**B.17 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)**

*Incorporated by Reference FAR 52.219-9*

**SECTION C**

**C.1 AMERICAN RECOVERY and REINVESTMENT ACT of 2009, Pub.L. 111-5, (Recovery Act or Act)**

*The following terms are applicable if performance of this Order will require the Supplier/Subcontractor's employee(s) to perform work under the American Recovery and Reinvestment Act of 2009, Pub. L. 111- 5, (Recovery Act or Act.)*

**A. Segregation and Payment of Costs**

Subcontractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be

separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

**B. Prohibition on Use of Funds**

None of the funds provided under this subcontract derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**C. Wage Rates**

All laborers and mechanics employed by subcontractors and sub-tier subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

**D. Publication**

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

**E. Registration requirements**

Subcontractors must have a DUNS number and be registered in the Central Contractor Registration (CCR) no later than the need date.

FAR 52.204-11 American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)

F. Utilization of Small Business

Subcontractor shall to the maximum extent practicable give a preference to small business in the award of sub-tier subcontracts for projects funded by Recovery Act dollars.

FAR 52.212-5 (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Mar 2009)

G. American Recovery and Reinvestment Act-Reporting Requirements

FAR 52.214-26 (Alternate I) Audit and Records—Sealed Bidding (Mar 2009)

- A. The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by reference:

FAR 52.215-2 (Alternate I) Audit and Records—Negotiation (Mar 2009)

FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)

- B. All other terms and conditions remain unchanged.

FAR 52.225-22 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)

FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)

FAR 52.225-24 Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)

FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)